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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

EDWARD SEWON EHEE

Debtor.

No. C07-3996 SI

(Formerly: U.S. Bk. Ct. N.D. Cal. Involuntary
Chapter 7 Case No. 07-40126T)

**DECLARATION OF EDWARD EHEE IN
SUPPORT OF IN SUPPORT OF EDWARD
EHEE'S MOTION FOR AMENDED ORDER
AUTHORIZING SALE OF PROPERTY
FREE AND CLEAR OF YANG LIEN**

[No Hearing Scheduled]

(Local Bankruptcy Rule 9014-1(b)(3))

EDWARD SEWON EHEE declares:

1. I am the debtor in the above-captioned bankruptcy case.
2. This declaration supplements the declaration I signed dated November 5, 2007 filed in this case relating to the proposed sale of my property located at 6122 Acacia Ave., Oakland, California. It is executed in support of my request for a modification of the order the court filed in the above case on December 3, 2007 authorizing me to sell the Acacia Ave. property pursuant to the purchase contract I attached to my November 5, 2007 declaration.

1 3. On December 6, 2007, I learned that the proposed buyers refused to proceed with
2 the proposed purchase under the terms already approved by the Court. The proposed buyers
3 requested that I agree to an amendment to the purchase contract crediting them for more than
4 \$40,000 in proposed repairs based upon a roof repair estimate obtained from Chandler Ham, Inc
5 Roofing (\$1,070.00 estimated repairs), a Wood Destroying Pests and an Organisms Inspection
6 reported dated November 2, 2007 from East Pay Structural & Termite Company (\$5,160.00 for
7 Section 1 and Section 2 pest clearance) and an estimate by Dino's Contracting, Inc., of Pleasant
8 Hill CA for replacement of 9 weather-damaged windows (\$36,814.00).

10 4. Based upon the foregoing circumstances and subject to Court approval, I have
11 agreed to an Addendum to the contract attached to my November 5, 2007 declaration whereby (a)
12 the buyers are to be credited at closing for \$30,000 towards remedy of the foregoing repairs, (b)
13 the buyers have agreed to increase their earnest money deposit to \$50,000, and (c) the buyers
14 have removed all other contingencies to the sale. A true and correct copy of that Addendum
15 (dated December 7, 2007) is attached hereto as Exhibit A.

17 5. Even after allowance for the foregoing credit, the proposed buyers have offered a
18 higher price than any other proposed buyer -- \$1,200,000 as provided in the original contract less
19 the \$30,000 to be credited as referenced above.

20 6. The buyers are unrelated to me and I have had no dealings with the proposed
21 buyers whether financial or otherwise other than in connection with this proposed transaction.

22 7. I continue to believe that the buyer's offer constitutes the best offer obtainable.

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1 8. By executing this declaration, I do not waive and expressly assert and preserve all
2 rights, claims, and privileges under the United States Constitution relating to statements or
3 testimony that may tend to incriminate me.

4 I declare that the foregoing is true under penalty of perjury under the laws of the United
5 States.

6 Executed on December 11, 2007.

7
8 /s/ Edward S. Ehee

9 _____
Edward S. Ehee

EXHIBIT A

EHEE DEC. IN SUPP. OF EHEE'S MOT. FOR AMENDED
ORDER AUTH. SALE FREE OF LIEN, No. C07-3996 SI



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ADDENDUM

(C.A.R. Form ADM, Revised 10/01)

No. _____

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Residential Purchase Agreement, ☐ Manufactured Home Purchase Agreement, ☐ Business Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Vacant Land Purchase Agreement, ☐ Residential Income Property Purchase Agreement, ☐ Commercial Property Purchase Agreement, ☐ other _____

dated _____, on property known as 5122 Acacia, Oakland, CA 94618

in which Lloyd Hendrickson, Shelley Hendrickson is referred to as ("Buyer/Tenant")
and Edward Ehee is referred to as ("Seller/Landlord").

UPON BOTH PARTIES SIGNING THIS AGREEMENT, BUYER AGREES TO INCREASE THE DEPOSIT HELD IN ESCROW TO A TOTAL OF \$50,000.

BUYER HEREBY REMOVES ALL CONTINGENCIES SUBJECT TO COURT APPROVAL OF THE FOLLOWING:

1. SELLER TO CREDIT BUYER \$30,000 AT CLOSE OF ESCROW TOWARDS THE TOTAL COST OF REPAIRS (ESTIMATED TO BE OVER \$40,000 PER THE ATTACHED BIDS) REQUIRED FOR THE HOME TO PASS A SECTION 1 TERMITE CLEARANCE.

2. EXTENSION OF THE CLOSING DATE TO BE WITHIN 14 DAYS AFTER FINAL COURT APPROVAL.

UPON COURT APPROVAL THE \$50,000 DEPOSIT BECOMES NON-REFUNDABLE SHOULD THE BUYER DEFAULT ON THE PURCHASE.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 12/7/08

Date 12/7/08

Buyer/Tenant Lloyd Hendrickson

Seller/Landlord Edward Ehee

Buyer/Tenant Shelley Hendrickson

Seller/Landlord _____

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ADDENDUM (ADM-11 PAGE 1 OF 1)

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